[8/11/08 - Compares SAPA's 1960 and 1967 Agreement (8455-000 and 8455-001) versus SAMTC's Agreement (8455-002) filed 8/4/08]

Original Title Page
SAMTC Agreement
FMC Agreement No. 8455-002
Second Edition

SOUTH ATLANTIC PORTS ASSOCIATION

South Atlantic Marine Terminal Conference Agreement

FEDERAL MARITIME COMMISSION Agreement No. 8455-002

Original Effective Date: June 30, 1960

4661246.1

TABLE OF CONTENTS

ARTICLE 1.	FULL NAME OF AGREEMENT	1
ARTICLE 2.	PURPOSE OF THE AGREEMENT	1
ARTICLE 3.	PARTIES TO THE AGREEMENT	1
ARTICLE 4.	GEOGRAPHIC SCOPE OF THE AGREEMENT	2
ARTICLE 5.	AGREEMENT AUTHORITY	2
ARTICLE 6.	MEMBERSHIP AND WITHDRAWAL	2
ARTICLE 7.	VOTING	3
ARTICLE 8.	DURATION AND TERMINATION	3
ARTICLE 9.	PROHIBITED ACTS	3
ARTICLE 10.	PROCEDURE FOR CONSULTATION RE SHIPPERS' REQUESTS AND COMPLAINTS	3
ARTICLE 11.	INDEPENDENT ACTION	4
ARTICLE 12.	MEETINGS AND ADMINISTRATIVE MATTERS	4
ARTICLE 13.	AMENDMENTS	5
ARTICLE 14.	NOTICES	5
ARTICLE 15.	CONFIDENTIALITY	5
ARTICLE 16.	FILING AGENT	5
SIGNATURE PAGE		7
APPENDIX A	SAMTC Tariff Committee Membership Roster - July 2008	8

South Atlantic Marine Terminal Conference Agreement

WHEREAS, the South Atlantic Marine Terminal Conference (hereinafter the "SAMTC"), formerly an association known as the South Atlantic Ports Association, desires to revise and restate its Agreement, first entered on June 30, 1960 (FMB Agreement No. 008455) and further amended on January 10, 1967 (FMC Agreement No. 008455-001), to be in conformance with the Shipping Act of 1984 and the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, said revision and restatement to be set forth as the Second Edition of the Agreement;

WHEREAS, the parties hereto in consideration of the benefits, advantages and privileges to be derived from the formation of a cooperative working arrangement as permitted under Section 15 of the Shipping Act of 1916 as amended: and

WHEREAS, each of the Parties to the SAMTC and the Agreement is a public marine terminal operator and either owns, administers, leases and/or operates public wharves, docks, warehouses and/or other terminal facilities in connection with ocean common carriers;

WHEREAS, the interests of the shipping public at ports on the South Atlantic Coast of the United States, as named in tariffs filed by parties hereto pursuant to this agreement, can be more adequately served and just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports for interstate and foreign water borne traffic can be more adequately addressed and maintained by the formation of such a cooperative working arrangement; now, therefore, Parties' continued participation in a conference agreement;

NOW, THEREFORE, the Parties hereto, in consideration of the benefits, advantages and privileges to be derived from continued participation in a conference agreement as permitted under Sections 4 and 5 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, hereby revise and restate the Agreement that was formed in 1960 and amended in 1967; rename the association the South Atlantic Marine Terminal Conference; and severally agree as follows:

ARTICLE 1. FULL NAME OF AGREEMENT

This Agreement shall be known as the South Atlantic Marine Terminal Conference Agreement ("Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The undersigned public marine terminal operators ("Parties") hereby associate themselves in the SAMTC in order to more adequately serve the interests of the shipping public at terminals owned or operated by them on the South Atlantic Coast of the United

States, and to establish and maintain just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports.

ARTICLE 3. PARTIES TO THE AGREEMENT

The Parties to this Agreement are public marine terminal operators engaged in the United States in the business of furnishing wharfage, dock, warehouse, or other terminal facilities in connection with an ocean common carrier, or in connection with an ocean common carrier and a water carrier subject to subchapter II of chapter 135 of title 49, U.S. Code. The names and addresses of the Parties are listed in Appendix A.

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement is among public marine terminal operators located at ports on the South Atlantic Coast of the United States from Virginia to Florida. Public marine terminal operators are marine terminal operators owned, operated, and/or created by a state or a political subdivision of a state.

ARTICLE 5. AGREEMENT AUTHORITY

The parties hereto associate themselves into an association to be known as "SOUTH ATLANTIC PORTS ASSOCIATION" hereinafter referred to as the Association and severally agree as follows:

The Parties to this Agreement intend to exercise, from time-to-time, any and all of the following authorities:

- A. To meet to discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, port administration, and on matters of concern to the shipping public regarding marine terminal operations.
- B. 1. To assess and collect all establish and maintain, for the purpose of promoting and ensuring stability, terminal rates, charges, classifications, rules and/or charges practices for or in connection with traffic handled by them within the scope of this agreement in interstate and foreign commerce.
- 2. That with relation to such operations the Association and/or its individual members shall To establish; and maintain, publish and file tariffs containing just and reasonable rates, charges, classifications, rules, regulations and practices with respect to all terminal and accessorial services, including security related services and measures, performed at their the Parties' docks and marine terminals for or in connection with water borne traffic; that said tariffs and all additions or supplements thereto and changes therein shall be filed with the Federal Maritime Board in accordance with the rules and regulations of the Maritime Board, that they

will not in any respect deviate from or violate any terms of said tariffs, and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly, illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

<u>D.</u> To meet with other marine terminal operators, carriers, conferences of carriers or other persons as a single party for the purpose of discussing matters of mutual interest, but no agreement, understanding or arrangements with persons not Parties to this Agreement shall be implemented until the same has been filed with, and deemed effective by, the Federal Maritime Commission.

ARTICLE 6. MEMBERSHIP AND WITHDRAWAL

- A. By consent of the majority of all Parties hereto, a public marine terminal operator at said South Atlantic Coast Ports, may hereafter become a Party to the SAMTC and this Agreement upon written acceptance of its terms and conditions and by affixing its signature to a counterpart hereof. The Agreement shall be amended to include the new Party's name and contact information and said amendment shall be filed with the Federal Maritime Commission. The Agreement, as amended, shall become effective as to such additional Party upon filing with the Federal Maritime Commission in accordance with the provisions of the Shipping Act of 1984, the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, and the Federal Maritime Commission's regulations. The admission of any such marine terminal operator shall not be denied without just and reasonable cause. Prompt advice of any such denial, together with a full statement of the reasons therefor, shall be furnished to the Federal Maritime Commission.
- B. Any Party to this Agreement may withdraw from the SAMTC and this Agreement at any time upon giving not less than thirty (30) days' written notice to the SAMTC's Secretary. An amendment to the Agreement reflecting the withdrawal shall be filed with the Federal Maritime Commission.

ARTICLE 7. VOTING

All action under this Agreement shall be by majority vote of the SAMTC members, limited to one vote per membership, except as otherwise specifically provided in the Agreement. A quorum at all meetings of the SAMTC shall consist of two-thirds of the members. Voting on any matter may be accomplished by voice vote at meetings, by telephone polls, by facsimile or by electronic communications. A record of the vote of each individual member, by name, shall be retained by the SAMTC Secretary for at least two years.

ARTICLE 8. DURATION AND TERMINATION

A. This Agreement shall remain in effect indefinitely.

B. This Agreement may be terminated at any time upon the mutual agreement of the Parties or if all but one Party withdraws from the Agreement.

ARTICLE 9. PROHIBITED ACTS

The SAMTC and its Parties shall not engage in any prohibited acts identified in Section 10(d) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

ARTICLE 10. PROCEDURE FOR CONSULTATION RE SHIPPERS' REQUESTS AND COMPLAINTS

- A. In the event of a controversy, claim, or dispute of a commercial nature arising out of or relating to this Agreement, the SAMTC, through its Chairman, shall attempt to resolve the dispute in an amicable manner with the opportunity for direct discussion with the claimant. The services of impartial third parties, including the Federal Maritime Commission's conciliation service provided for at 46 C.F.R. §§ 502.401-502.406, may be used at the discretion of the Chairman.
- B. Shippers' requests and complaints may be made by filing a statement with the Chairman. Such statements shall be submitted to each Party of the SAMTC and to the SAMTC Tariff Committee. The SAMTC Tariff Committee shall review the statement and submit its conclusions and recommendations to the SAMTC for determination. The SAMTC Secretary shall, in writing, advise the filing party of the action taken by the SAMTC.

ARTICLE 11. INDEPENDENT ACTION

3. That no No changes in said rates, charges, classifications, rules, regulations and practices shall be made under this Agreement without five (5) days prior notice of such proposed changes to members of the AssociationSAMTC, who shall have opportunity for consultation relative to such changes and before publication thereof; provided; that nothing in this agreement shall be construed as limiting or affecting the right of individual parties hereto to take action independently of the AssociationSAMTC in establishing or changing terminal rates and/or practices for its own account after such notice. Provided, however, that when one (1) or more partyParty(s) gives notice of any such change the other partiesParties, after having an opportunity for consultation, may make similar change, and changes for all partiesParties so desiring shall be effective the same date.

4. To elect from their membership by a majority vote a Chairman who shall serve without compensation for one year or until his successor has been elected and installed.

ARTICLE 12. MEETINGS AND ADMINISTRATIVE MATTERS

- <u>A.</u> <u>5. AssociationSAMTC</u> meetings shall be held <u>from time-to-time</u> at the request of the Chairman or of any two members <u>of the SAMTC</u> at places, dates, and hours to be mutually agreed upon by the <u>parties hereto from time to timeParties</u>.
- <u>B.</u> While it is intended that meetings will occur in person with all members present, if possible, meetings may also be held by telephone conference or video conference. Meetings may be chaired by any person designated by the Parties.
- <u>C.</u> The SAMTC shall, by a majority vote, elect a Chairman who shall serve without compensation for one year or until his/her successor has been elected and installed.
- <u>D.</u> 6. The <u>AssociationSAMTC</u> may employ a <u>tariff publishingan</u> agent and/or a Secretary who shall, under the supervision and direction of the <u>AssociationSAMTC</u> Chairman, act <u>inon</u> behalf of the <u>AssociationSAMTC</u>, or its individual members.
- E. The SAMTC shall establish a Tariff Committee and such other committees as the SAMTC deem necessary or appropriate and such committees shall meet as necessary to accomplish their assignments.
- F. The SAMTC's Secretary or agent shall file with the Federal Maritime Commission all SAMTC meeting minutes. The content of the minutes shall include: the date, time, and place of the meeting; a list of all participants and entities represented; notice of any change in the Chairman, Secretary, or other SAMTC officers' identities and positions; and a description of the nature and extent of the discussions, and, where applicable, any decisions reached, to the extent required under the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the Federal Maritime Commission's regulations. These meeting minutes, and any report, circular, notice, statistical compilation, analytical survey, or other work distributed, discussed or exchanged at the meeting, shall be filed within 21 days after such meetings and shall be certified by the Secretary of the SAMTC as to their accuracy and completeness.
- G. All reports, circulars, notices, statistical compilations, analytical surveys, or other works distributed in whatever form to the Parties which relate to matters within the scope of this **Agreement** shall be retained by the Secretary for at least two years.
- H. Each Party shall bear its own expenses for travel to and attendance at meetings. General expenses for meetings and other Agreement expenses, including, but not limited to, legal and regulatory expenses, shall be apportioned by the Parties on such terms as they may from time-to-time agree.

- I. 7. Such Additional contributions as may be necessary to defray expenses of the Association SAMTC shall be borne by the parties hereto Parties in accordance with the proportions fixed by them from time _to _time.
- 8. By consent of the majority of all parties hereto, any responsible port terminal operator at said South Atlantic Ports, may hereafter become a party to this Agreement upon written acceptance of its terms and conditions and by affixing his signature to a counterpart hereof. Said agreement shall not become effective as to such additional party until written notice has been given by the Association to the Federal Maritime Board. The admission of any such terminal operator shall not be denied without just, and reasonable cause. Prompt advice of any such denial, together with full statement of the reasons therefor shall be furnished the Federal Maritime Board.
- 9. Any party to this Agreement may withdraw from the Association at any time upon giving not less than thirty (30) days' written notice to the Association Secretary, and mailing a copy of such notice of withdrawal to the Federal Maritime Board.
- 10. All action under this agreement shall be by majority vote of the members, limited to one vote per membership, except as otherwise specifically provided in the agreement. A quorum at all meetings of the Association shall consist of two thirds of the members. A record of the vote of each individual member by name shall be retained by the Secretary for at least two years.

ARTICLE 13. AMENDMENTS

- 11. This Agreement shall not be amended or modified except by unanimous consent of all parties hereto. Parties. This Agreement, or any amendment or modification thereof, shall be in writing, shall be signed by the Parties, shall be filed with the Federal Maritime Commission, and shall become effective in accordance with the provisions of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.
- 12. This Agreement, or any modification thereof, shall not become effective until approved pursuant to Section 15 of the Shipping Act, 1916, as Amended.
- 13. This Agreement shall be executed in triplicate, two copies to be filed with the Federal Maritime Board, Washington, D.C., and one copy to be filed with the Secretary of the Association.
- 14. The Secretary shall file with the Federal Maritime Commission a report of all Association Meetings, describing all matters within the scope of this agreement taken up at such meetings, and specifying the final action taken with respect to each such matter. These reports shall be filed within 30 days after such meetings and shall be certified by the Secretary of the Association as to their accuracy and completeness.

15. All reports or circulars in whatever form, distributed to the members, which relate to matters within the scope of this agreement shall be retained by the Secretary for at least two years.

In witness whereof the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized.

Dated at Raleigh, N.C. this	day of	A.D. 1960
NORTH (CAROLINA ST	ATE PORTS AUTHORITY
By: Title		
Dated at Wilmington, N.C. this	day of _	A.D. 1960
		REHOUSE AND SPRUNT DOCK Y THE SPRUNT CORPORATION
By: Title		
Dated at Charleston, S.C. this	day of	A.D. 1960
SOUTH	CAROLINA ST	ATE PORTS AUTHORITY
By: Title		
Dated at Savannah, Ga. this	day of	A.D. 1960
	GEORGIA POI	RTS AUTHORITY
By: Title		
Dated at Brunswick, Ga. this _	day of	A.D. 1960

BRUNSWICK PORT AUTHORITY

By: Title

In witness whereof the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized.
Dated at Wilmington, N.C. this day of A.D. 1966
NORTH CAROLINA STATE PORTS AUTHORITY
By: Title
Dated at Charleston, S.C. this day of A.D. 1966
SOUTH CAROLINA STATE PORTS AUTHORITY
By:Title
Dated at Savannah, Ga. this day of A.D. 1966
GEORGIA PORTS AUTHORITY
By:Title
Dated at Brunswick, Ga. this day of A.D. 1966
BRUNSWICK PORT AUTHORITY
By:

Amended page 4 to FMC Agreement 8455 inclusive of all parties to said Agreement. In witness whereof, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized. ALMONT SHIPPING COMPANY, Wilmington, North Carolina Signature Date CANAVERAL PORT AUTHORITY, Cape Canaveral, Florida Title Date Signature -ARTICLE 14. NOTICES GEORGIA PORTS AUTHORITY, Savannah, Georgia Title Date Any notice permitted or required under this Agreement shall be in writing and served on each Party at the address set forth herein, either by first class certified mail, return receipt requested or by overnight delivery service. ARTICLE 15. CONFIDENTIALITY JACKSONVILLE PORT AUTHORITY, Jacksonville, Florida Signature Date The Parties agree that information exchanged under this Agreement may contain nonpublic, confidential business information. The Parties shall treat all information exchanged hereunder as confidential. The Parties recognize that such confidentiality may be limited by legal requirements applicable to each individual Party under Federal or local statutory requirements. In the event a Party withdraws, the withdrawing Party shall return or certify the destruction of any confidential information exchanged under this Agreement. ARTICLE 16. FILING AGENT MARINE PORT TERMINALS, INC., Brunswick, Georgia Title-Signature-Each of the Parties to this Agreement hereby appoints the SAMTC Secretary or agent as its representative authorized on behalf of the Party to file the following documents

with the Federal Maritime Commission: this Agreement; each amendment to this Agreement;

and all minutes, reports, circulars, notices, statistical compilations, analytical surveys, or other works distributed to the Parties at SAMTC meetings.

Signature	Title	Date	
B. Thi	s Agreement and each amendmen	to or republication of this Ag	reement
may be executed	in one or more counterparts, and a	l such counterparts shall constit	ute one
Agreement, notw	thstanding that all Parties are not s	gnatory to the same counterpart.	
NORTH CAROLI	NA STATE PORTS AUTHORITY.	Wilmington, North Carolina	
NORTH CAROLI Signature	NA STATE PORTS AUTHORITY, Title	Wilmington, North Carolina Date	
NORTH CAROLI Signature PORT EVERGLA		Date	

SIGNATURE PAGE

IN WITNESS WHEREOF, the SAMTC Parties have caused this Agreement to be executed, in multiple copies, by their respective officials, as of the day, month, and year as set forth below:

THE PORT OF MIAMI, Miami, Florida

Signature Title	Date
Virginia Port Authority	Jacksonville Port Authority
Name:	Name:
By: Jerry A. Bridges	By: Rick Ferrin
Title: Executive Director	Title: Executive Director
Dated:	Dated:
Virginia International Terminals	Canaveral Port Authority
Name:	Name:
By: Joe Dorto	By: J. Stanley Payne
Title: General Manager	Title: CEO
Dated:	Dated:
North Carolina State Port Authority	Port Everglades Department of Broward
	County
Name:	Name:
By: Tom Eagar	By: Phillip C. Allen
Title: Executive Director	Title: Port Director
Dated:	Dated:
South Carolina State Ports Authority	Port of Palm Beach District
Name:	Name:
By: Bernard Groseclose	By: Lori Baer
Title: President & Chief Executive Officer	Title: Executive Director
Dated:	Dated:
Georgia Ports Authority	Port of Miami

Name:	Name:
By: Doug Marchand	By: Bill Johnson
Title: Executive Director	Title: Port Director
Dated:	Dated:

APPENDIX A

South Atlantic Marine Terminal Conference (SAMTC) Tariff Committee

Mr. James O'Brien, Port Director Port Everglades 1850 Eller Drive Fort Lauderdale, Florida 33316

Gene Ciccarelli
Deputy Port Director
Port Everglades
1850 Eller Drive
Fort Lauderdale, Florida 33316

Mr. Robert Flint
Director of Operations
Port Everglades
1850 Eller Drive
Fort Lauderdale, Florida 33316

Ms. Maisy Alpert Special Projects Manager Port Everglades 1850 Eller Drive Fort Lauderdale, Florida 33316

Mr. Richard Taylor
VP Engineering & Environmental
Almost Shipping Co., Inc.
Wilmington, NC 28402

Mr. Robert Reeves
Deputy Director of Marketing & Sales
Jacksonville Port Authority
P.O. Box 3005
Jacksonville, Florida 32206

Mr. Rick Ferrin, VP Marine Jacksonville Port Authority P.O. Box 3005 Jacksonville, Florida 32206

Mr. Ken Krauter
President/CEO
Jacksonville Port Authority
P.O. Box 3005
Jacksonville, Florida 32206

Mr. Douglas Marchand, Executive Director Georgia Port Authority P.O. Box 2406 Savannah, Georgia 31402

Mr. David Schaller Assistant Deputy Executive Director Georgia Port Authority P.O. Box 2406 Savannah, Georgia 31402

Mr. Fitz Hiltzheimer Director of Operations Georgia Port Authority P.O. Box 2406 Savannah, Georgia 31402

Mr. Robert D. Prescott Pricing & Logistics Manager Georgia Port Authority P.O. Box 2406 Savannah, Georgia 31402

Sidney Camden, VP & General Manager Almont Shipping Company P.O. Box 1726 Wilmington, NC 28402

Mr. Don Liverman, President Almont Shipping Company P.O. Box 1716 Wilmington, NC 28402

Mr. George M. Yarborough Manager, Custom Relations

P.O. Box 1411 Brunswick, Georgia 31521

Ms. Lauren Kotas, Director of Marketing Canaveral Port Authority P.O. Box 267 Cape Canaveral, Florida 32920

Mr. Charles M. Rowland
Executive Port Director
Canaveral Port Authority
P.O. Box 267
Cape Canaveral, Florida 32920

Mr. Albert J. Francis II
Deputy Executive Director of Finance,
Administration & Risk Management
Canaveral Port Authority
P.O. Box 267
Cape Canaveral, Florida 32920

Mr. Malcolm McLouth
Deputy Exec. Director of Business Dyplmnt
Canaveral Port Authority
P.O. Box 267
Cape Canaveral, Florida 32920

Ms. Marjorie A. Dale
Assistant Director, Marketing & Sales Development
Canaveral Port Authority
P.O. Box 267
Cape Canaveral, Florida 32920

Mr. Patrick T. Lee General Partner Mid-Florida Freezers Warehouse, Ltd. P.O. Box 572 Cape Canaveral, Florida 32920

Ms. Joyce Clendenin
Traffic & Sales Administrator

North Carolina State Ports Authority P.O. Box 9002 Wilmington, North Carolina 28402

Charles A. Towsley Executive Port Director Port of Miami 1015 N. American Way Miami, Florida 33132

Mr. Wade Battles Director of Marketing Port of Miami 1015 North America Way Miami, FL 33132

Louis J Perez
Deputy Port Director
Port of Palm Beach
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Riviera Beach, FL 33419

Edward R. Opper Executive Director Port of Palm Beach P.O. Box 9935 Riviera Beach, FL 33419

Bernie Groseclose Executive Director South Carolina State Ports Authority 176 Concord Street Charleston, South Carolina 29402

Duane Grantham
Chief Operating Officer
South Carolina State Ports Authority
176 Concord Street
Charleston, South Carolina 29402

Membership Roster as of July 2008

January 1998

Virginia Port Authority
P. O. Box 1387
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Designee:
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jbridges@portofvirginia.com
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www.vit.org

North Carolina State Port Authority
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Tom Eagar, Executive Director
Designee: Steven W. Haynes
Director of Commodity Marketing & Sales
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www.ncports.com

South Carolina State Ports Authority
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Bernard Groseclose, Executive Director
Designee: Ron Chestnut
Manager, Pricing & Tariffs
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Designee: Robert Prescott

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Phillip C. Allen, Port Director
Designee: Robert Flint
Director of Operations
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www.broward.org/port

Port of Palm Beach District
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Manuel Almira, Executive Director
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Port of Miami
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Miami, FL 33132
Bill Johnson, Port Director
Designee: Khalid Salahuddin

Manager, Tariffs & Pricing (912) 963-5506 rprescott@gaports.com www.gaports.com Assistant Port Director (305) 347-4896 khalid@miamidad.gov www.miamidade.gov

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